

**LAND AUTHORITY GOVERNING BOARD
AGENDA ITEM SUMMARY**

Meeting Date: May 18, 2005

Division: Land Authority

Bulk Item: Yes ☐ No ☒

Staff Contact Person: Mark Rosch

Agenda Item Wording: Approval of an interlocal agreement with the City of Key West concerning the purchase of a conservation easement on the Key West Botanical Garden Addition property.

Item Background: The City of Key West has entered into a contract with the BOCC to purchase the former site of the Public Service Building on Stock Island for \$4,500,000. The property is slated to be developed as the Key West Botanical Garden Addition. The City proposes to finance the purchase with a \$3,375,000 (75%) grant from the Florida Communities Trust. The City requests that the Land Authority provide the \$1,125,000 (25%) local match funds. In order to participate in the transaction, the Land Authority must acquire an interest in the property. The proposed interlocal agreement between the City and the Land Authority specifies that in consideration for the Land Authority's contribution of up to \$1,125,000 toward the total purchase price, the City will grant to the Land Authority a conservation easement limiting future development of the property to an addition of the Key West Botanical Garden providing public access, public recreation, and wildlife habitat consistent with the Florida Communities Trust grant award agreement.

Advisory Committee Action: On April 27, 2005 the Committee voted 4/0 to approve the agreement.

Previous Governing Board Action: On June 9, 1999 the Board entered into a similar interlocal agreement with the City concerning the purchase of the Berg property. On March 16, 2005 the Board added the subject property to the Land Authority Acquisition List.

Contract/Agreement Changes: None.

Staff Recommendation: Approval.

Total Cost: \$1,125,586.50

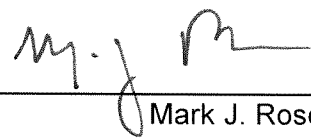
Budgeted: Yes ☒ No ☐.

Cost to Land Authority: \$1,125,586.50

Source of Funds: Land Authority
(Tourist Impact Tax collected within Key West)

Approved By: Attorney ☒ County Land Steward ☐.

Executive Director Approval: _____


Mark J. Rosch

Documentation: Included: ☒

To Follow: ☐

Not Required: ☐.

Disposition: _____

Agenda Item _____

Property	Purchase Price	Envr. Audit, Survey, Appraisals or Clean-up	Title Insurance	Attorney Fee	Recording Fee	Acquisition Total
5100 College Road Stock Island	\$1,125,000.00	N/A	N/A	\$500.00	\$86.50	\$1,125,586.50
RE #00072080-001800 (Monroe County BOCC)						

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into this _____ day of _____, 2005, by and between the Monroe County Comprehensive Plan Land Authority, a land authority pursuant to Section 380.0663(1), Florida Statutes, (hereinafter "Land Authority") and the City of Key West, a municipal corporation existing under the laws of Florida (hereinafter "City"), in order to establish mutual agreements regarding the Land Authority's participation in the City's purchase of the Key West Botanical Garden Addition property ("hereinafter "KWBGA property") from Monroe County.

WHEREAS, the KWBGA property consists of approximately 4.3 acres of the property located at 5100 College Road on Stock Island, formerly developed with the Public Service Building, and approximately described in Exhibit A; and

WHEREAS, the City received a grant from the Florida Communities Trust, FCT Project #03-034-FF3, to purchase the KWBGA property from Monroe County; and

WHEREAS, the City adopted Resolution 05-082 nominating the KWBGA property for partial acquisition by the Land Authority and requesting that the Land Authority contribute \$1,125,000 toward said purchase; and

WHEREAS, the City adopted Resolution 05-098 approving a contract to purchase the KWBGA property from Monroe County; and

NOW THEREFORE, the Land Authority and the City do hereby agree as follows:

- 1) The Land Authority shall pay the Florida Communities Trust 25% local match requirement in an amount up to \$1,125,000.00 at closing toward the City's purchase of the KWBGA property, contingent upon the Land Authority's counsel confirming Monroe County will be conveying good and marketable fee simple title to the City.
- 2) The parties agree that the legal description in Exhibit A is an approximation and will be replaced at closing with the same legal description to be referenced in the Monroe County's deed to the City of Key West.
- 3) As consideration for the Land Authority's payment, the City shall execute at closing the Grant of Conservation Easement in favor of the Land Authority shown as Exhibit B.

- 4) The representations made herein shall survive the closing of the purchase referred to hereinabove.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officials thereto duly authorized.

Monroe County Comprehensive
Plan Land Authority

City of Key West

By: _____
David P. Rice, Chairman

By: _____
Jimmy Weekley, Mayor

Date: _____

Date: _____

Attest: _____
Mark J. Rosch, Exec. Director

Attest: _____
Cheryl Smith, City Clerk

Approved for Legal Sufficiency:

Approved for Legal Sufficiency:

By: _____
Larry R. Erskine

By: _____
Robert Tischenkel

EXHIBIT "A"
Legal Description

A portion of Government Lot 1 of Section 34, Township 67 South, Range 25 East, Monroe County, Florida.

A survey as defined in Paragraph 5 will be required to determine the final adjusted acreage for the parcel prior to closing.

January 7, 2005
03-034-FF3

Public Service Building
Property

Legal Description:

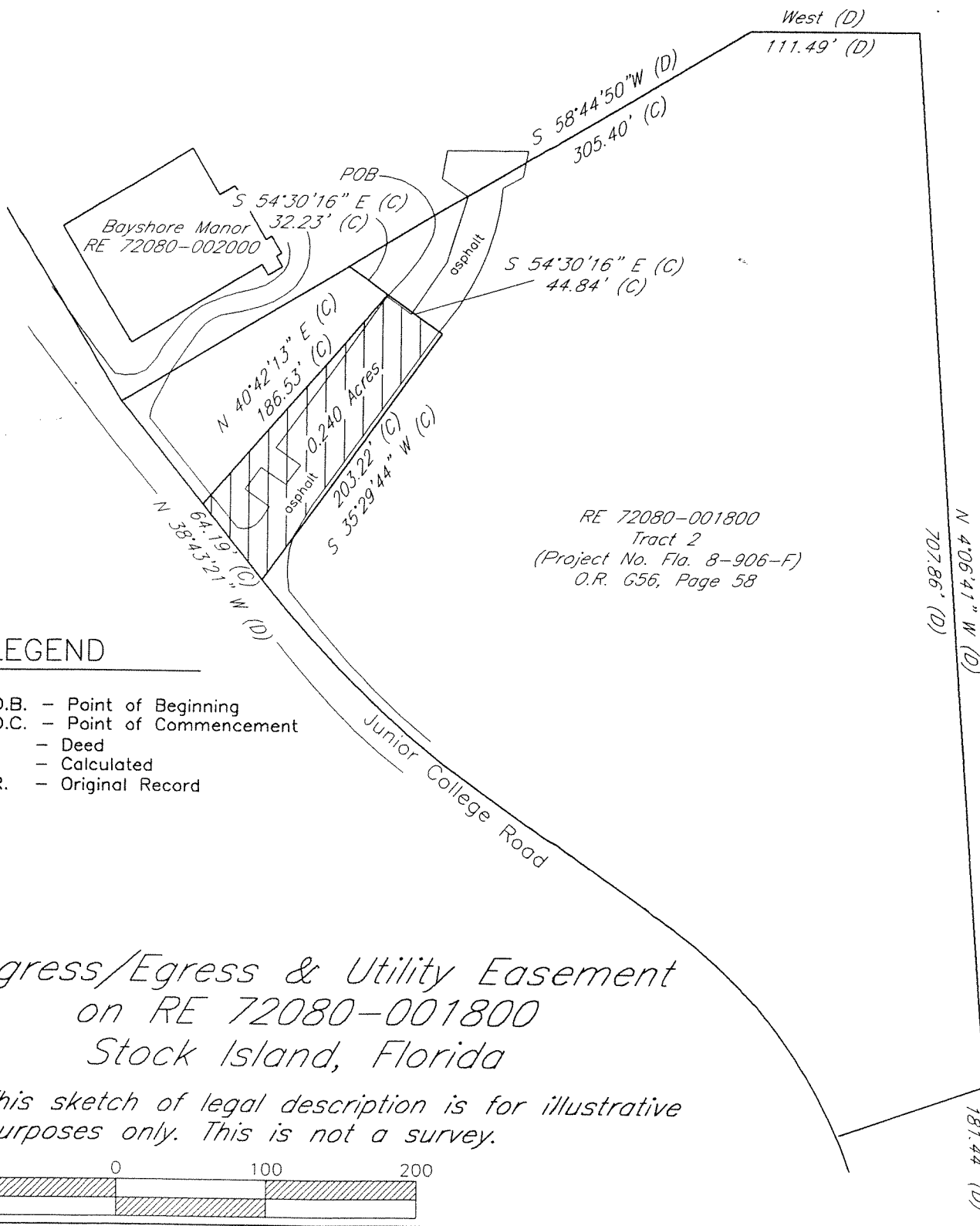
Prepared by undersigned:

Being a part of land located on Stock Island, Monroe County, Florida and being more particularly described as follows:

Beginning at coordinates of which are N 87,268.27 and E 407,559.07, based on the United States Coast and Geodetic Survey's Mercator Grid Coordinate System, Florida East Zone, 1983, which has for its zero coordinates a point at Latitude 24°20'00" North and 500,000 feet West of Longitude 81°00'00", said point being the intersection of the Easterly Right-of-Way Line of Junior College Road and the Northerly Right-of-Way Line of U.S. Highway No. 1 (State Road No. 5), at the Westerly end of Junior College Road; ; thence N.70°40'03"E., along the said Northerly Right-of-Way Line of U.S. Highway No. 1 a distance of 21.39 feet; thence N.04°20'14"W., a distance of 784.40 feet; thence S.89°21'03"W., a distance of 111.41 feet; thence S.58°05'53"W., a distance of 304.38 feet; thence S.34°13'10"E., a distance of 35.93 feet; thence S.40°13'12"W., a distance of 143.60 feet to the said Easterly Right-of-Way Line of Junior College Road; thence S.39°47'17"E., a distance of 135.59 feet to the point of curvature of a curve to the left, having: a radius of 361.02 feet, a central angle of 14°25'40", a chord bearing of S 47°00'07"E. and a chord length of 90.67 feet; thence along the arc of said curve, an arc length of 90.91 feet to the point of tangency of said curve; thence S.54°12'57"E., a distance of 272.56 feet to the point of curvature of a curve to the right, having: a radius of 265.00 feet, a central angle of 35°06'00", a chord bearing of S.36°39'58"E. and a chord length of 159.82 feet; thence along the arc of said curve, an arc length of 162.34 feet to the point of tangency of said curve; thence S.19°06'58"E., a distance of 36.16 feet to the Point of Beginning.

Parcel contains 209036 square feet or 4.80 acres, more or less.

Key West Golf Course & Country Club

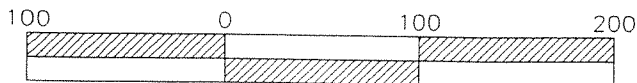


LEGEND

- P.O.B. - Point of Beginning
- P.O.C. - Point of Commencement
- D - Deed
- C - Calculated
- O.R. - Original Record

*Ingress/Egress & Utility Easement
on RE 72080-001800
Stock Island, Florida*

*This sketch of legal description is for illustrative
purposes only. This is not a survey.*



**MONROE COUNTY PUBLIC WORKS
ENGINEERING DEPARTMENT**

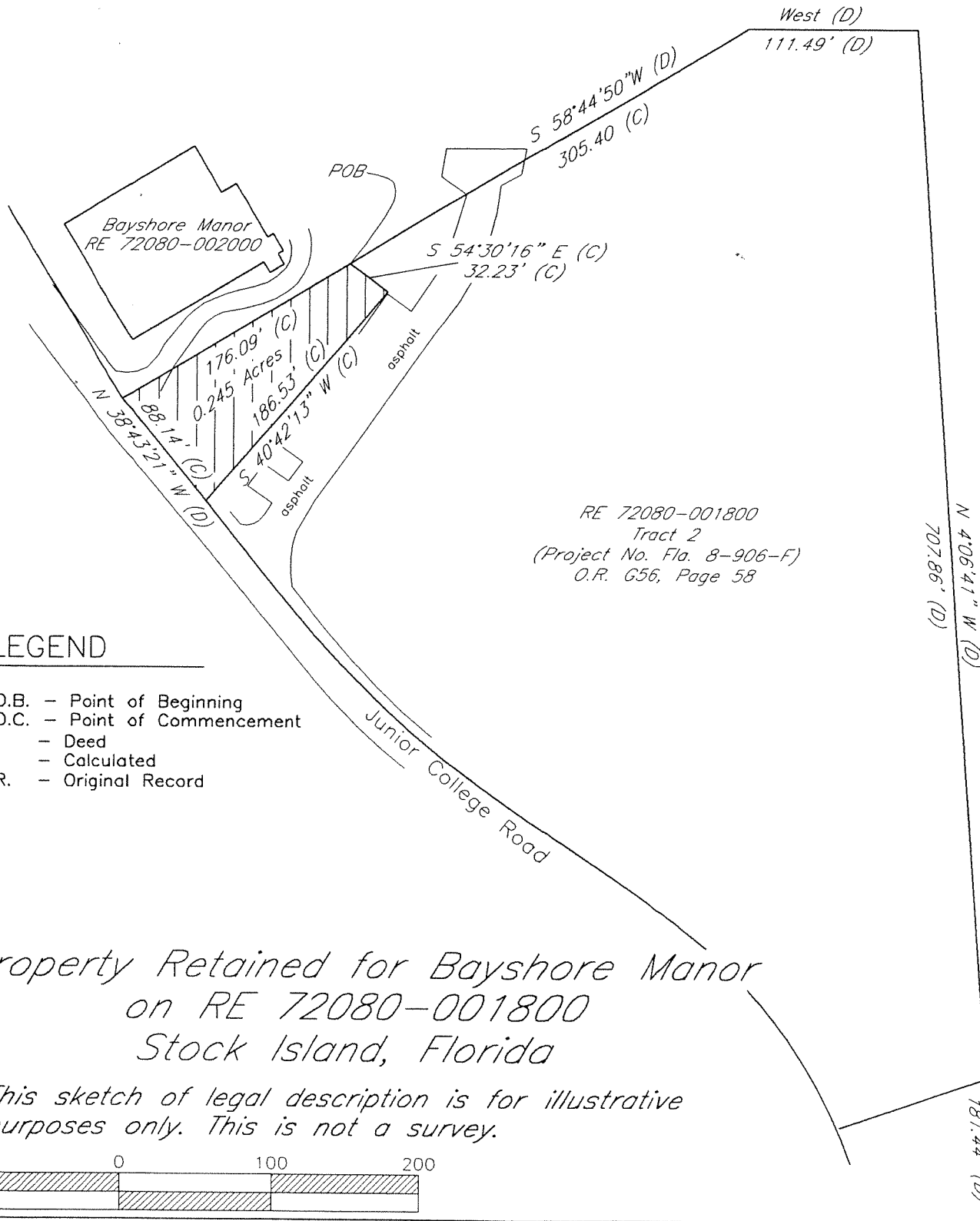
10600 AVIATION BOULEVARD
MARATHON, FLORIDA 33050
305-289-6074

FIELD WORK:	12-01-03	DATE:	02-06-04
FIELD BOOK:	02-03	SCALE:	1" = 100'
TOWNSHIP	67 South	DRAWN BY:	J. Wilder
RANGE	25 East	CHECKED BY:	J. Wilder
SECTION	34	DWG. NAME:	pslandsi.dwg
COUNTY	Monroe	SHEET	2 OF 5

Ingress/Egress and Utility Easement
On RE 72080-001800
Stock Island, Florida

The following legal description describes a parcel of land located on Stock Island in Government Lot 1 of Section 34, Township 67 South, Range 25 East to be retained as an ingress/egress and utility easement by Monroe County. Said parcel of land also being a portion of Tract 2 (Project No. Fla.8-906-F) as described in OR G-56, Page 58 found on record in the Clerk's Office of Monroe County, Florida and being more particularly described as follows: Commencing at the point of intersection of the centerline of the former Florida East Coast Railway main track extended southwesterly from Stock Island with the centerline of Roosevelt Boulevard on the island of Key West; thence N 71° 19' E along the centerline of the former Florida East Coast Railway main track a distance of 1607.24 feet; thence N 4°06'41" W a distance of 181.44 feet ; thence continue N 4°06'41" W a distance of 707.86 feet; thence West a distance of 111.49 feet; thence S 58°44'50" W a distance of 305.40 feet; thence S 54°30'16" E a distance of 32.23 feet to the Point of Beginning of an ingress/egress and utility easement to be retained by Monroe County; thence S 54°30'16" E a distance of 44.84 feet; thence S 35°29'44" W a distance of 203.22 feet; thence N 38°43'21" W a distance of 64.19 feet; thence N 40°42'13" E a distance of 186.53 feet to the Point of Beginning, containing 0.240 acres more or less.

Key West Golf Course & Country Club



LEGEND

- P.O.B. - Point of Beginning
- P.O.C. - Point of Commencement
- D - Deed
- C - Calculated
- O.R. - Original Record

Property Retained for Bayshore Manor
on RE 72080-001800
Stock Island, Florida

This sketch of legal description is for illustrative
purposes only. This is not a survey.



MONROE COUNTY PUBLIC WORKS ENGINEERING DEPARTMENT

10600 AVIATION BOULEVARD
MARATHON, FLORIDA 33050
305-289-6074

FIELD WORK:	12-01-03	DATE:	02-06-04
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RANGE	25 East	CHECKED BY:	J. Wilder
SECTION	34	DWG. NAME:	pslandsi.dwg
COUNTY	Monroe	SHEET	1 OF 5

Property Retained for Bayshore Manor
On RE 72080-001800
Stock Island, Florida

The following legal description describes a parcel of land located on Stock Island in Government Lot 1 of Section 34, Township 67 South, Range 25 East to be retained by Monroe County for the benefit of Bayshore Manor (RE 72080-002000). Said parcel of land also being a portion of Tract 2 (Project No. Fla.8-906-F) as described in OR G-56, Page 58 found on record in the Clerk's Office of Monroe County, Florida and being more particularly described as follows: Commencing at the point of intersection of the centerline of the former Florida East Coast Railway main track extended southwesterly from Stock Island with the centerline of Roosevelt Boulevard on the island of Key West; thence N 71° 19' E along the centerline of the former Florida East Coast Railway main track a distance of 1607.24 feet; thence N 4°06'41" W a distance of 181.44 feet ; thence continue N 4°06'41" W a distance of 707.86 feet; thence West a distance of 111.49 feet; thence S 58°44'50" W a distance of 305.40 feet to the Point of Beginning of a tract of land to be retained by Monroe County; thence S 54°30'16" E a distance of 32.23 feet; thence S 40°42'13" W a distance of 186.53 feet; thence N 38°43'21" W a distance of 88.14 feet; thence N 58°44'50" E a distance of 176.09 feet to the Point of Beginning, containing 0.245 acres more or less.

Exhibit B
GRANT OF CONSERVATION EASEMENT

THIS GRANT OF EASEMENT is made on this _____ day of _____, 20____, by the City of Key West, a municipal corporation existing under the laws of Florida, Grantor, to Monroe County Comprehensive Plan Land Authority, a land authority under Section 380.0663(1), Florida Statutes and Monroe County Ordinance No. 031-1986, whose address is 1200 Truman Avenue, Suite 207, Key West, Florida 33040, as Grantee.

Recitals

- A) The Grantor is the owner of certain real property (the servient estate) located in Monroe County, Florida, known as the Key West Botanical Garden Addition property located at 5100 College Road on Stock Island and more particularly described in Exhibit A.
- B) This easement is a conservation easement created pursuant to Section 704.06, Florida Statutes, and is to be governed by, construed, and enforced in accordance with that statute along with applicable laws of the State of Florida.

1. *Grant of easement.*

In consideration for the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt of which is hereby acknowledged, the Grantor hereby grants to Grantee the easement described below.

2. *Easement area.*

The location of the easement area on the servient estate is as follows: all of the Key West Botanical Garden Addition property located at 5100 College Road on Stock Island and more particularly described in Exhibit A.

3. *Restraints imposed by the conservation easement.*

The conservation easement granted by this instrument imposes the following restrictions on the future use of the servient estate within the easement area: use of the property shall be limited to development as an addition to the Key West Botanical Garden providing public access, public recreation, and wildlife habitat consistent with those restrictions in the Grant Award Agreement between the City of Key West and Florida Communities Trust as recorded in Official Record Book _____, Page _____, Public Records of Monroe County, Florida.

4. *Terms and persons bound.*

This conservation easement is perpetual, subject to Recital B.9., runs with the land and is binding on all present and subsequent owners of the servient estate. Grantor represents that the mortgagee(s), if any, whose consent is attached hereto, is (are) the only mortgagee(s) having a security interest in the servient estate.

5. *Modification of easement.*

No modification of this easement is binding unless approved in writing by Florida Communities Trust, evidenced in writing and signed by an authorized representative of the Grantee and Grantor.

6. *Attorney's fees.*

In the event of any controversy, claim or dispute arising under this instrument, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including appeals.

7. *Entry of Grantee's representative on the servient estate.*

The Grantee may enter upon the servient estate, after first furnishing the Grantor no less than 24 hours notice, for the purpose of inspection to determine the Grantor's compliance with this Grant of Easement.

8. *Notice.*

Any notice provided for or concerning this grant of easement must be in writing and is sufficiently given when sent by certified or registered mail, or via an equivalent service furnished by a private carrier, to the respective address of each party as set forth at the beginning of this Grant of Easement.

9. *Termination of easement.*

In the event the Board of Trustees of the Internal Improvement Trust Fund takes title to the servient estate pursuant to sections 380.508(4)(d) or (e), Florida Statutes, this easement shall be terminated.

IN WITNESS WHEREOF, Grantor of this Grant of Easement has caused it to be executed on the date in the first sentence of this Grant of Easement.

City of Key West

Witness

By: Jimmy Weekley, Mayor

Witness

SWORN TO AND SUBSCRIBED before me this _____ day of _____,
20____, by _____, who is personally known
to me or has produced _____ as
identification.

Notary Public, State of _____

**LAND AUTHORITY GOVERNING BOARD
AGENDA ITEM SUMMARY**

Meeting Date: May 18, 2005

Division: Land Authority

Bulk Item: Yes ☐ No ☒

Staff Contact Person: Mark Rosch

Agenda Item Wording: Approval to purchase Key Largo acreage (RE 90830-000000) for conservation.

Item Background: This acquisition is proposed pursuant to BOCC Resolution 39-2004, which calls for the Land Authority to purchase natural areas consisting of at least two acres of upland native habitat located outside the Conservation and Natural Area. The subject property consists of 3.8 total acres of land and baybottom, of which approximately 3.2 acres is above mean high water and approximately 2.9 acres is tropical hardwood hammock.

Following initial work to remove solid waste and exotic vegetation from the site, land stewardship needs for this property are anticipated to be low.

The Executive Director has executed the Land Authority's standard purchase contract for this transaction, with revisions negotiated by the Seller and approved by the Land Authority Attorney and the County Attorney. The agenda packet spreadsheet lists the legal description, purchase price, and estimated closing costs.

Advisory Committee Action: On April 27, 2005 the Committee voted 4/0 to approve this item.

Previous Governing Board Action: Sitting as the BOCC, the Board approved Resolution 39-2004 on January 21, 2004.

Contract/Agreement Changes: N/A

Staff Recommendation: Approval

Total Cost: \$513,218.50

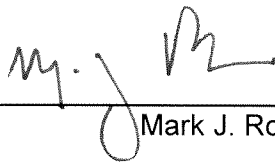
Budgeted: Yes ☒ No ☐

Cost to Land Authority: \$513,218.50

Source of Funds: Land Authority
(Tourist Impact Tax and State Park Surcharge)

Approved By: Attorney ☒ County Land Steward ☒

Executive Director Approval:


Mark J. Rosch

Documentation: Included: ☒

To Follow: ☐

Not Required: ☐

Disposition: _____

Agenda Item _____